

LAND DEED OF TRUST BOOK 688 PAGE 307

PREPARED BY:
AMY LONG
2605 PANOLA ST
HERNANDO, MS
38632

429-6060

THIS INDENTURE, MADE AND ENTERED INTO THIS DAY BY AND BETWEEN EVERLENA MOORE ROBERT J MOORE WHOSE ADDRESS IS 3030 NESBIT RD, NESBIT, MS 38651 AS GRANTOR (HEREIN DESIGNATED AS "DEBTOR") AND CHRIS CRISWELL AS TRUSTEE, AND EDWARD LEE WHITTEN JR., A BAIL BOND COMPANY, AS BENEFICIARY (HEREIN DESIGNATED AS "SECURED PARTY"), WITNESSETH:

WHEREAS, DEBTOR IS INDEBTED TO SECURED PARTY IN THE FULL SUM OF TWENTY THOUSAND DOLLARS (\$ 20,000) EVIDENCED BY A PROMISSORY NOTE OF EVEN DATE HERewith IN FAVOR OF SECURED PARTY, BEARING INTEREST THIRTY(30) DAYS AFTER DEMAND IS MADE BY SECURED PARTY FOR MONIES DUE SAID SECURED PARTY AT THE RATE OF TEN PERCENT(10%), PER ANNUM, PROVIDING FOR PAYMENT OF ATTORNEY'S FEES FOR COLLECTION IF NOT PAID ACCORDING TO THE TERMS THEREOF.

WHEREAS, DEBTOR DESIRES TO SECURE PROMPT PAYMENT OF INDEBTEDNESS DESCRIBED ABOVE ACCORDING TO ITS TERMS AND ANY EXTENSIONS THEREOF, (BEING HEREIN REFERRED TO AS THE "INDEBTEDNESS").

NOW THEREFORE, IN CONSIDERATION OF THE EXISTING AND FUTURE INDEBTEDNESS HEREIN RECITED, DEBTOR HEREBY CONVEYS AND WARRANTS UNTO TRUSTEE THE LAND DESCRIBED BELOW SITUATED IN THE CITY OF

COUNTY OF DESOTO

STATE OF MISSISSIPPI:

LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION TWENTY ONE(21), TOWNSHIP TWO(2), RANGE EIGHT (8) WEST.
Exhibit A

Two (2) acres situated in the South Half of the Southeast Quarter of Section Twenty One (21), Township Two (2), Range Eight (8) West, and more particularly described by metes and bounds as follows: Beginning at the Southeast corner of said Quarter Section; thence North along the East line of said Quarter Section a distance of 140 yards to a stake; thence West a distance of 70 yards to a stake; thence South a distance of 140 yards to a stake in the South line of said Quarter Section; thence East along the South line of said Quarter Section a distance of 70 yards to the point of beginning; and being part of the same lands conveyed to me by Mrs. Elizabeth Brown and husband, by Warranty Deed dated December 18, 1917, of record in Book 17, Page 579 of the Deed Records of DeSoto County, Mississippi.

together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, said land (all being herein referred to as the "Property").

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure prompt payment of all existing and future indebtedness due by Debtor to Secured party under the provisions of this Deed of Trust. If Debtor shall pay said Indebtedness promptly when due and shall perform all covenants made by Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in default as provided below, then in that event, the entire indebtedness, together with all interest accrued thereon, shall, at the option of Secured party, be and become at once due and payable without notice to Debtor, and Trustee shall sell the Property conveyed, or a sufficiency thereof, to satisfy the Indebtedness at public outcry to the highest bidder for cash.

From the proceeds of the sale Trustee shall first pay all costs of the sale then the indebtedness due Secured party by Debtor, including accrued interest and attorney's fees due for collection of the debt; and then, lastly, any balance remaining to Debtor.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto:

1. This Deed of Trust is specifically to indemnify said EDWARD LEE WHITTEN JR. FROM ANY LOSSES OCCASIONED BY the writing of a bail and/or appearance bond for WILLIE JAMES WILLIAMS and this conveyance will remain in effect until such time as Final Disposition of his/her case is rendered.
2. Debtor shall be in default under the provisions of this Deed of Trust if Debtor (a) shall fail to comply with any of Debtors covenants or obligations contained herein. (b) if WILLIE JAMES WILLIAMS fails to meet his/her obligation to EDWARD LEE WHITTEN JR. AS PROVIDED BY APPEARANCE BOND, AND/OR TERMS OR CONDITIONS OF A BAIL BOND COMPANY RULES.
3. Debtor(s) hereby waive any rights to Homestead Exemption under the laws of the State of Mississippi.

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the 19th day of JANUARY, 1994.

STATE MS.-DESOTO
FILED
Grantor
FEB 7 9 47 AM 1994
Grantor

STATE OF MISSISSIPPI

COUNTY OF DESOTO BK 688 PG 307

This day personally appeared before me, the undersigned authority, in and for the state and County aforesaid the within named ROBERT J. MOORE AND EVERLENA MOORE

who acknowledged that T he Y signed and delivered the foregoing Deed of Trust on the day and year therein mentioned, and for the purposes therein expressed.

Given under my hand and official seal of office, this the 19th day of January, 1994.

NAI-127 My Commission Expires April 22, 1995 Notary Public